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AGREEMENT, made and entered into as of the 13th day of October, 1969, by and between

THE BOROUGH OF CLOSTER, a Municipal Corporation of the State of New Jersey, in the County of Bergen, hereinafter referred to as the "Borough",

-and-

LOCAL 29, R.W.D.S.U., AFL-CIO, with offices located at No. 1182 Broadway, City, County and State of New York, hereinafter referred to as the "Union";

W I T N E S S E T H

WHEREAS, the Union has been designated by a majority of the employees of the Department of Public Works of the Borough as their representative for the purposes of collective negotiations; and

WHEREAS, it has been determined that such Department of Public Works is a unit appropriate for such purposes; and

WHEREAS, the parties have collectively negotiated and agreed with respect to the terms and conditions of employment of Borough's employees in such unit in order to maintain and increase individual efficiency and quality of service and to avoid interruption or interference with the efficient operation of such unit and of the Borough as a Municipal Corporation; and

WHEREAS, the parties desire to set forth and express their complete agreement;

NOW, THEREFORE, in consideration of the foregoing and the covenants herein contained, and pursuant to the authority of Chapter 303, Public Laws of 1968, of the State of New Jersey (hereinafter referred to as "Chapter 303"), it is agreed as follows:

#### ARTICLE I - RECOGNITION

The Borough recognizes the Union as the exclusive representative of the employees of the Department of Public Works of the Borough (hereinafter sometimes referred to as "the unit") for

the term of this Agreement, subject however, to the provisions of Chapter 303, and any laws supplementary thereto or amendatory thereof. Such representation shall not apply to managerial executives, or supervisors having the power to hire, discharge, discipline, or to effectively recommend the same.

ARTICLE II - WORK WEEK: WORK DAY.

The work week shall be from Sunday to Saturday, inclusive, for each calendar week. Within each work week, the normal work time shall be eight (8) scheduled hours per day and forty (40) hours per week, such time to be scheduled by Borough, its agents or employees. Borough, acting through its agents and employees, shall have the sole right to change working schedules or shifts whenever it deems same necessary or desirable for the proper performance of its functions as a Municipal Corporation or in the best interests of its citizens and residents.

ARTICLE III - WAGES.

Borough agrees to grant a general increase in wages to each employee covered by this Agreement as follows:

- (a) For the calendar year 1969, an increase of ten (10%) per cent of the employee's base salary, effective as of and retroactive to January 1, 1969.
- (b) For the calendar year 1970, an increase of \$520.
- (c) For the calendar year 1971, an increase of \$520.

Classifications of covered employees and the annual wages to be paid are set forth on Schedule "A" attached hereto and hereby made a part of this Agreement.

ARTICLE IV - OVERTIME.

(1) All time worked in excess of eight (8) hours per day and all time worked in excess of forty (40) hours per week shall be paid for as overtime as follows:

- (a) Work in excess of eight (8) hours on a scheduled work

day shall be paid for at the rate of time and one-half.

(b) Work performed on the sixth day in any one (1) work week shall be paid for at the rate of time and one-half.

(c) Work performed on the seventh day in any one (1) work week shall be paid for at the rate of double time.

(2) Notwithstanding the provisions of paragraph (1) of this Article, in the event an employee shall work on a scheduled holiday as hereinafter provided in Article V- Holidays and Holiday Pay, overtime as hereinbefore provided shall not be paid to any employee for any work performed on such scheduled holiday. In lieu thereof, work performed on such holiday shall be compensated as hereinafter provided in said Article V - Holidays and Holiday Pay.

(3) Notwithstanding the foregoing provisions of this Article, no overtime shall be paid for any work performed during a work week in which an employee is credited with sick leave as provided in Article VII - Sick Leave.

#### ARTICLE V - HOLIDAYS AND HOLIDAY PAY.

(1) All regular employees covered by this Agreement shall receive the following holidays off with compensation for eight (8) hours at their regular rate of compensation:

New Year's Day  
Lincoln's Birthday  
Washington's Birthday  
Memorial Day  
Good Friday  
Independence Day (July 4th)  
Labor Day  
Columbus Day  
Election Day  
Veterans Day  
Thanksgiving Day  
Christmas

(2) In the event any such holiday falls on a Saturday, an employee shall be entitled to the immediately preceding Friday off, or at the sole option and discretion of Borough, shall work on such Friday and receive an additional day's pay. In the event any such holiday falls on a Sunday, an employee shall be entitled to the immediately succeeding Monday off, or at the sole option and

discretion of the Borough, shall work on such Monday and shall receive an additional day's pay. Any work performed on a Friday or Monday, as the case may be, shall be compensated at the regular rates provided for in Article III - Wages, and, if applicable, the rates provided for in Article IV - Overtime.

(3) Work performed on any of the actually scheduled holidays heretofore enumerated shall be paid/at the rate of double time.

(4) Notwithstanding the foregoing provisions of this Article, no employee shall be entitled to pay for any day off as hereinabove provided unless such employee shall have worked on those regularly scheduled work days immediately preceding and next following the day off.

#### ARTICLE VI - VACATIONS.

(1) All employees covered by this Agreement shall be entitled to paid vacations as follows:

(a) After one (1) year of continuous employment by the Borough - Two (2) work weeks.

(b) After seven (7) years of continuous employmeny by the Borough - Three (3) work weeks.

(c) After fifteen (15) years of continuous employment by the Borough - Four (4) work weeks.

(2) In computing the time of an employee's employment by the Borough for purposes of determining such employee's vacation entitlement, January 1st of the year next succeeding the year in which such employee is hired shall be the initial point for such computation and each succeeding January 1st shall be such employee's anniversary date for measuring the years of employment. The first date for determining an employee's anniversary for the purpose of establishing an employee's vacation entitlement under this Agreement shall be January 1, 1970.

(3) Vacations shall be scheduled solely by the Borough. Such schedules shall, whenever practicable, be based upon employee seniority and the expressed preference of each vacation time

indicated by each employee. However, it is specifically agreed that the Borough (acting either as a governmental entity or through any of its authorized agents or employees) shall have the sole and exclusive right to determine the need for any employee to work in order to maintain services for the Borough's citizens and residents and otherwise to perform its governmental functions. Any vacation schedule (original or amended) established by the Borough shall be conclusive. Each employee covered by this Agreement shall advise the Borough's Superintendent of Public Works of his desired vacation period no later than February 15th of each succeeding year following the effective date of this Agreement.

ARTICLE VII - SICK LEAVE.

- (1) Each regular employee covered by this Agreement shall be entitled to twelve (12) days of sick leave per calendar year, such sick leave to accrue at the rate of one (1) day for each calendar month (or major fraction thereof) during which such employee is on the Borough's payroll.
- (2) Payment for sick days will be authorized by the Borough's Superintendent of Public Works after the sick employee telephones or otherwise advises such Superintendent to report his absence for sickness. In the event any such employee shall be absent for three or more consecutive days for sickness, the employee shall furnish the Borough with a Doctor's Certificate attesting to such sickness. In the event such Doctor's Certificate is not furnished to the Borough prior to or at the time of such employee reporting to work after any such sickness, the employee shall not be entitled to pay for such period of absence due to sickness, nor shall such employee be entitled to return to work.
- (3) In the event an employee has not absorbed or used the sick leave to which he is entitled at the end of each calendar year during the term of this Agreement, the unused portion of such

sick leave shall be cumulated and shall be carried over into the following year and be available for each such employee's use as sick leave.

ARTICLE VIII - PENSION AND RETIREMENT BENEFITS.

The present pension and retirement benefits available to employees under the Public Employees' Retirement System of the State of New Jersey shall remain in full force and effect, subject to the applicable provisions of statutes, whether now or hereafter enacted, and the Rules and Regulations promulgated thereunder.

ARTICLE IX - MEDICAL AND HOSPITALIZATION COVERAGE.

The present medical and hospital coverage provided for Borough's employees, i.e. New Jersey Blue Cross; New Jersey Blue Shield, including Rider "J" thereto; and Major Medical Expense Insurance, shall remain in effect.

ARTICLE X - GUARANTEED WORK.

If an employee is called back to work after completing his work on a regularly scheduled work day (including any continuous work performed on such day on an overtime basis), such employee shall be guaranteed a minimum of four (4) hours of work, such additional work to be paid for at the rate of time and one-half.

ARTICLE XI - NEW EMPLOYEES.

Borough shall be the sole judge of the competency of new employees hired for or to be employed under the jurisdiction of its Department of Public Works. Borough may discharge any such new employees for any reason whatsoever at any time during the first ninety (90) days of any such new employee's employment. Whenever the term "regular employee" is used in this Agreement, such term shall exclude new employees until completion of the aforesaid ninety (90) day period.

ARTICLE XII - DISCHARGE AND SUSPENSION.

Borough shall have the full power of discharge and discipline of any employee or employees for just cause. Without limiting the generality of the foregoing, the term "just cause" shall include the following: intoxication of employee while on duty; stealing of Borough's property; conviction of a criminal offense or of a misdemeanor involving moral turpitude; neglectful or wilful damage to public property or waste or misuse of public property, including supplies and equipment; insubordination; neglect of duty; violation of any lawful and reasonable regulation made and given by a superior, or failure to obey any lawful or reasonable direction when such violation or failure amounts to insubordination or serious breach of discipline; offensive conduct or language towards the public, to superiors or fellow employees; and absence without leave or failure to report after authorized leave has expired, or after such leave has been disapproved or revoked by a proper Borough official.

ARTICLE XIII - NO STRIKE.

The Union acknowledges that the employees of the Borough whom it represents are not entitled to strike or take any other collective action (including but not limited to "slow downs") to disable the Borough or in any way to interfere with its statutory duties or its operations and other functions as a Municipal Corporation, and the Union agrees that such action would constitute a material breach of this Agreement. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have, in law or in equity, for injunction or damages or both in the event of such breach. It is further agreed that participation in any such illegal activity by any Borough employee represented by the Union shall constitute full and sufficient ground for summary termination of the employment of such employee or employees.

#### ARTICLE XIV - LABOR SHORTAGE.

Whenever because of the absence of employees (for any reason) the Borough determines that it cannot properly perform the functions and operations of the unit, the Union agrees that upon notice of such condition from the Borough it will furnish the Borough within forty-eight (48) hours sufficient skilled and competent workers to replace the absent employees. Nothing contained in this Article shall be deemed or construed so as to prohibit the Borough from replacing absent employees directly on its own, nor as a waiver of any of Borough's rights with respect to any employee or employees who may have been improperly absent from work.

#### ARTICLE XV - MANAGEMENT RIGHTS.

It is understood and agreed that the Borough possesses the sole right to operate its Department of Public Works and to have the functions of said Department performed as those of an agency of a Municipal Corporation, and that all management rights repose in the Borough, but such rights will be exercised consistently with the other provisions of this Agreement. These management rights include, but are not limited to the following: discipline or discharge for just cause; direct the work force; hire, assign, promote or transfer employees; determine the mission of the unit; determine the methods, means, number of personnel, etc. needed to carry out the unit's mission; introduce new or improved methods or facilities; change existing methods or facilities; relieve employees because of lack of work; contract out for goods or services.

#### ARTICLE XVI - GRIEVANCE PROCEDURE.

(1) Purpose : The Parties intend that the grievance procedure as set forth herein shall serve as a means for the peaceful settlement of all disputes that may arise between them concerning the interpretation or operation of this Agreement, without any

interruption or disturbance of the normal operation's of the unit and/or of the Borough's other functions.

(2) Definitions:

(a) A "grievance" shall mean a complaint by an employee or group of employees in the unit based upon an event, condition or circumstance under which the employees work, allegedly caused by a violation, misinterpretation or inequitable application of a provision or provisions of this Agreement, except, however, the term "grievance" and the procedure applicable thereto shall not apply to the following:

*Exclusions* → 1. Matters where the Borough is without authority to act.

2. Matters where a method of review is prescribed by law, or any rule or regulations issued thereunder.

3. Matters involving the sole right or discretion of the Borough, including but not limited to disputes or differences regarding classifications of positions; promotions of employees; pensions; and elimination of positions.

(b) An "aggrieved person" shall mean the person or persons making the complaint, either individually or through the Union.

(c) A "party in interest" shall mean the person or persons making the complaint and/or any party who might be required to take action or against whom action might be taken in order to resolve the grievance.

(3) Steps in Grievance Procedure:

(a) Level One : The employee or employees with a grievance shall within five (5) days of the occurrence complained of, through a designated Shop Steward, meet with Borough's Superintendent of the Department of Public Works and discuss the grievance with the objective of resolving the matter informally. (Union shall at all times during the term of this Agreement keep Borough informed of the name of the designated Shop Steward.) If the matter is not resolved satisfactorily within five (5) days of such discussion, the aggrieved person may reduce the grievance to writing specifying:

1. The nature of the grievance.

2. The result of the previous discussion.
3. The basis of the dissatisfaction with such determination as may have been made.

Thereafter the aggrieved person may proceed to Level Two.

(b) Level Two : A copy of the writing provided for in Level One shall be furnished to the Union and a copy shall also be furnished to the Borough by delivering same to the Borough Clerk. Such copies shall be delivered no later than ten (10) days after the discussion in Level One (unless the parties mutually agree to extend such time). After receipt of such writing, the Union and the Borough shall each designate a representative who shall meet and attempt to resolve the grievance. Such meeting will be held within ten (10) days after the receipt by the Borough of the aforesaid copy of the writing (unless a different period is mutually agreed upon). At such meeting any party in interest shall have the right to be heard. If the grievance is not satisfactorily resolved within ten (10) days after the meeting provided for at the second level (or within ten (10) days after an adjourned session of such meeting), the Borough shall make a written determination of the grievance and serve a copy of its decision upon the Union. Such determination by the Borough shall be served upon Union by certified or registered mail, addressed to Union at the address first set forth above.

(c) Level Three : If not satisfied with Borough's determination, Union shall have the right to request advisory arbitration of the grievance pursuant to the Rules and Regulations adopted by the New Jersey Public Employment Relations Commission under Chapter 303. A request for advisory arbitration shall be made no later than fifteen (15) days after receipt by the Union of the Borough's determination. Failure to file such request within said time shall constitute a bar to such arbitration unless the Union and the Borough agree, in writing, upon a longer time within which such request may be filed. Upon failure to

file such request for advisory arbitration, the Borough's determination shall be final and binding upon the parties hereto and all parties in interest.

In the event of arbitration, the costs of the arbitrator's services shall be shares equally by the parties, and each of the parties shall bear its own costs and expenses.

It is specifically understood and agreed that any arbitrator shall have no right to amend, modify, nullify, ignore or add to the provisions of this Agreement, but that any such arbitrator shall only consider and decide the particular issue or issues presented and shall advise with respect to same based solely upon an interpretation of the meaning or application of the language of this Agreement.

#### ARTICLE XVII - COMPLIANCE WITH LAW AND SEVERABILITY.

It is specifically understood and agreed that the Borough is a Municipal Corporation of the State of New Jersey and nothing contained in this Agreement shall be construed or be deemed to require that the Borough take any action contrary to law or that the Borough refrain from any action which it is required to perform by law. This Agreement is further subject to such law as specifically applies to the operations and functions of the Borough as a governmental entity. If any part of this Agreement shall be determined to be in violation of any such law, such part shall no longer apply, but the balance of this Agreement shall remain in full force and effect.

#### ARTICLE XVIII - COMPLETENESS OF AGREEMENT AND ALTERATIONS.

(1) It is understood and agreed that this Agreement is the entire agreement of the parties, terminating all prior agreements and practices and concludes all collective bargaining for the term of this Agreement; and the Union specifically waives the right for such term to bargain with respect to any subject or material covered in this Agreement or with respect to any subject or material not specifically referred to or covered in this

Agreement.

(2) It is further understood and agreed that no agreements, alterations, understanding, variations, waivers or modifications of any of the terms, conditions, or covenants contained herein shall be binding unless made and executed in writing by the parties hereto.

ARTICLE XIX - EFFECTIVE DATE AND TERM OF AGREEMENT.

The effective date of this Agreement shall be the date first set forth above, to wit, October 13, 1969, and the term of this Agreement shall be from said effective date to and including December 31, 1971.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals or caused these presents to be signed by their proper officers and their corporate seal to be hereto affixed, all as of the year first above written.

THE BOROUGH OF CLOSTER

ATTEST:

( S E A L )

William L. Murphy  
Borough Clerk

By:

Frank J. Olieri, Jr.  
Mayor

LOCAL 29, R.W.D.S.U., AFL-CIO

ATTEST:

( S E A L )

Garfield Mott, Jr.  
Secretary

By:

Joel Pave  
President

## THE BOROUGH OF CLOSTER

-WITH-

LOCAL 29, R.W.D.S.U., AFL-CIO

October 13, 1969

## SCHEDULE "A"

<u>Classification</u>	<u>Present Salary</u>	<u>1969 Increase</u>	<u>Revised 1969 Salary</u>	<u>1970 Increase</u>	<u>Revised 1970 Salary</u>	<u>1971 Increase</u>	<u>Revised 1971 Salary</u>
Equipment Operator - DPW	\$7,600.00	\$760.00	\$8,360.00	\$520.00	\$8,880.00	\$520.00	\$9,400.00
Employees - Road Department							
Grade 1	6,600.00	660.00	7,260.00	520.00	7,780.00	520.00	8,300.00
Grade 2	6,300.00	630.00	6,930.00	520.00	7,450.00	520.00	7,970.00
Grade 3	6,100.00	610.00	6,710.00	520.00	7,230.00	520.00	7,750.00
Grade 4	5,800.00	580.00	6,380.00	520.00	6,900.00	520.00	7,420.00
Foreman - Sanitation							
Department	6,900.00	690.00	7,590.00	520.00	8,110.00	520.00	8,630.00
Deputy Foreman - Sanitation							
Department	6,900.00	690.00	7,590.00	520.00	8,110.00	520.00	8,630.00
Employees - Sanitation							
Department							
Grade 1	6,600.00	660.00	7,260.00	520.00	7,780.00	520.00	8,300.00
Grade 2	6,100.00	610.00	6,710.00	520.00	7,230.00	520.00	7,750.00
Grade 3	5,800.00	580.00	6,380.00	520.00	6,900.00	520.00	7,420.00